Case 5:19-cv-00545-JFL Document 17 Filed 08/23/19 Page 1 of 40

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF PENNSYLVANIA

EDGAR RIVEROS-SANCHEZ and MARIA RIVEROS-SANCHEZ 35 West Cottage St. Apt. 3 Tamaqua PA 18252 Plaintiffs,

No. 19-cv-545

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CITY OF EASTON, JOHN BAST; and JOHN H. PRICE Defendants.

AMENDED COMPLAINT by Edgar and Maria Riveros-Sanchez

We, as Plaintiffs, are not attorneys and as we are pro se litigants, we are making the following statements to the best of our abilities on the 22nd day of August 2019. The statements state our claim and are in response to the Defendant's Motion to Dismiss and the Judge's Order to have Plaintiffs file any amended complaint within 30 days of the July 25th, 2019 Court Order:

COUNT #1 Substantive Due Process Claim

COUNT #2 Procedural Due Process Claim

COUNT #3 Negligence Claim

A. On or about August 25, 2014, Plaintiffs met with City of Easton Fire Inspector Terry Foulk and other City of Easton Code officials in their offices located at #1 South 3rd St in Easton Pennsylvania. At that meeting the City of Easton requested Plaintiff to install a fire alarm system in the 723 Washington St. property. Plaintiff had an oral agreement with Inspector Foulk that two months after the Bankruptcy Court Judge gave Plaintiffs their Final Notice of Bankruptcy discharge, in two months we would have the fire alarm purchase process in motion. One of the reasons he had not done this earlier was because he had to make court ordered Chapter 13 bankruptcy payments. Plaintiff didn't have the \$5,000 TYCO Integrated Systems required to install an alarm system, so Plaintiffs had to keep negotiating for a fire alarm system at an affordable price. This negotiating process, along with obtaining a bankruptcy discharge, took 10 months to complete with the City recognizing during that time the apartments were up to Residential Rental Inspection code requirements with 16 smoke detectors and 4 fire extinguishers. Plaintiffs kept in communication with the City Code Inspector Liz Gehman during the entire 10-month period. According to the spirit of the oral agreement, to keep things moving, Plaintiffs gave Paul Philips of TYCO Integrated Systems \$3500 within two months after the Bankruptcy Judge granted the Final Notice of Plaintiff's bankruptcy discharge. Plaintiff produced this down payment money within 27 days of the discharge date. Because of this Bankruptcy we asked the City Fire Inspector Terry Foulk for the 2 month's agreement that he gave us back in 2014.

SEE EXHIBIT A - Check to TYCO for \$3,500

SEE EXHIBIT B – (4 fire alarm installation contracts with TYCO)

SEE EXHIBIT B-5 U.S. Bankruptcy Court Final Decree

B. The City of Easton failed to give proper notice to Owners Edgar and Maria Riveros-Sanchez as the City did not notify the Plaintiffs' registered Property Manager who had a real estate office located in Easton for 64 years. The City of Easton posted the 723 Washington St. property with a CLOSED USE FORBIDDEN SIGN declaring that all occupants must vacate the property in 7 days.

The City Code office failed to call the phone number for the designated and registered property manager who was listed on the Code Office's own paperwork. Prior to posting the property, the City also didn't call Plaintiffs' Property Manager's place of business which has been located at the same address and has had the same phone number in all local telephone directories for 64 years!

SEE EXHIBIT C Lawful Residential Rental Registration Documents

SEE EXHIBIT D Closed Use Forbidden Sign Posted on Property showing 7 days to vacate (3 photos)

SEE EXHIBIT E UNDATED Post Facto Notice of Violation letter from Fire Marshall John Price

Plaintiff's assert that the lack of due process described above would shock the conscience of any reasonably thinking person! Plaintiff was very upset by the negligence displayed by the City Code office during a time when the City Code Office was changing Administrators. Some new Code Office staffers appeared not to be aware of the *full extent* of Plaintiffs' overall situation and constant communications with the City as the fire alarm system price was negotiated, and eventually the fire alarm system was installed in the property, and the alarm system passed inspection by the City's Code Inspectors!!!!!!!

Although the City gave Plaintiffs' a right to appeal the notice to install a fire alarm before its Property Maintenance Review Board of Appeals, Plaintiff instead consented to move ahead and install the actual fire alarm which he ultimately did because he was working with the City all along the way per the original oral agreement with Fire Inspector Terry Foulk. The new Fire Marshall, John Price stated in his letter that "repeated attempts to get this alarm installed for the past 10 months were ignored." This is a complete falsehood as the many printed email communications with the City and copies of different contracts with TYCO show that Plaintiff was not ignoring the need to install a fire alarm.

Plaintiffs assert that whoever gave the order to have the property posted and shuttered was at fault in this matter!

Plaintiff was concerned and disturbed by the execution of this order because Plaintiff was negotiating with TYCO AND COMMUNICATING WITH THE CITY THROUGH LIZ GEHMAN THE ENTIRE TIME. The City Code Office showed bad faith, corruption, intent to interfere with constitutional protected activity, and eventual deprivation of Plaintiffs' property and income flow. This was clear negligence and an overreach using the most egregious official conduct. This reckless conduct subsequently produced a result which caused harm to Plaintiffs.

C. The letter submitted by City of Easton and its Fire Marshall John Price was not dated. In the letter the Fire Marshall said that the Plaintiffs ignored ALL requests to install a fire alarm system in the property. This is proven false by the numerous exhibits which show communication and contracts with the City's Residential Rental inspector regarding installing a fire alarm system. The property was up to the residential rental code all during that time.

When one looks at all the Plaintiffs' communications with the City of Easton regarding working to install a fire alarm system it shocks the conscience of any reasonable thinking human being!

SEE EXHIBIT F Email Communication Documents relating to Fire Alarm and other Code Compliance

COUNT #4 Tortious Interference with Contract Relations

- A. Plaintiffs agree with the protections of immunity and exonerate Liz Gehman on this Count. Plaintiffs request the Court to remove her from fault because she was always helpful and diligent in the performance of her duties with Plaintiffs. Naming her as a Defendant by Plaintiff's counsel was not proper for this case and Plaintiff hereby apologizes. Plaintiff told counsel several times to remove her name from this Count and all other Counts in this court case.
- B. With tenants being forced to vacate by City officials, the building was empty, so Plaintiff should get paid back the money he paid for 6 months while the building was empty. The alarm system was eventually installed as agreed. Plaintiff carried the building financially without rental income until the alarm was installed. Plaintiff was the Owner. He had a contractual obligation to pay his bank. The City deprived him of tenants that eliminated his rental income flow...all while the property was legal under the residential rental inspection code!

Plaintiff has all the proof of his mortgage payments from the cashed checks.

SEE EXHIBIT G Copies of Timely Mortgage Payments to Ocwen Loan Servicing Co.

CONCLUSION

In summary, a new City of Easton Fire Marshall "jumped the gun" and interfered with the gradual process of installing a fire alarm system in this particular case where Plaintiff was soon to be coming out of bankruptcy and needed the extra time originally allowed in the oral agreement by Fire Inspector Foulk. Plaintiff "worked with the City of Easton code Office" as many other Easton property owners did over the past two decades which helped "bring the City back". This cooperation between the property owners and the City Code Office has been a part of Easton's great success story. The new Fire Marshall's egregious actions caused Plaintiff's property to be vacated on an impractical timeline causing the eventual loss of income for the Plaintiffs and the loss of property value for Plaintiffs in their senior years.

(They are age 77 and 68.)

Plaintiff's consciences were shocked by the behavior of the new Fire Marshall who signed the letter that caused the mental and physical grief and loss of property described in this Court filing.

Plaintiffs hereby respectfully ask the Judge to deny the Defendants Motion to Dismiss and rule in favor of Plaintiffs.

Plaintiffs also respectfully ask the Court for 60 days to find Counsel if there are further court filings to be made.

Respectfully Submitted

Edgar Riveros-Samphaz

lafia Riveros-Sanchéz

0068075

11-24

CASHIER'S CHECK

SERIAL #: 6807500896

Office AU # Remitter:

1210(8)

ACCOUNT#: 4861-009025

Purchaser:

EDGAR RIVEROS-SANCHEZ **EDGAR RIVEROS-SANCHEZ**

Purchaser Account: 1010264448976

Operator I.D.: u391329 Funding Source:

Cash, Paper Items(s)
PRDER OF ***TYCO INTEGRATED SECURITY*** PAY TO THE ORDER OF

July 29, 2015

\$3,500.00

Three thousand five hundred dollars and no cents

Payes Address:

Memo:

WELLS FARGO BANK, N.A. 17 W BROAD ST TAMAQUA, PA 18252 FOR INQUIRIES CALL (480) 394-3122 NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST, STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE, AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 3,500.00

NON-NEGOTIABLE

Purchaser Copy

±3004 Heats 40:279427



COMMERCIAL SALES AGREEMENT

TOWN NO. 0147-ALLENTOWN, PA CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO. 1-YRN980

DATE: 1/5/2015

Tyco Integrated Security LLC ("Tyco")

Anthony Sena 6330 Hedgewood Dr., Allentown, PA 18106-9268 Tele. No. (610) 366-3646 Kilbanks Real Estate
d/tvla:
("Customer")
Customer Billing Information
723 Washington St,
Easton, PA 18042
Atm: Bob Kilbanks
Tele Mo.

Customer Premises Serviced 723 Washington St, Easton, PA 18042 Attn: Bob Kilbanks Tele. No. (484) 903-8815

This Commercial Sales Agreement is between Customer and Tyco effective as of the date signed by Customer. By entering into this Agreement, Tyco and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

- I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:
 - (a) Hazardous Substance Checklist and Customer Letter
 - (b) Scope of Work / Schedule(s) of Protection
 - (c) Terms and Conditions
 - (d) Additional Terms and Conditions

- (e) State Specific Forms, if applicable (e.g., local permit applications)
- (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule
- II. CHARGES AND FEES: Customer agrees to pay the Sum of \$8,872.88 ("Installation Charge") with \$0.00 payable upon acceptance of this Agreement ("Installation Charge Deposit") plus any applicable "Fees" and sales laxes. Tyco may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the Installation of the Equipment Installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Tyco's Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Tyco and the Customer in writing and may be subject to additional charges and/or fees. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges in the amount of \$1,422.40 per annum (the "Annual Service Charges"), payable in advance Quarterly plus applicable state and/or local tax(es) for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Tyco the Installation Charge and Fees in full, Customer grants to Tyco a security interest in the Equipment and all proceeds thereof to secure such payment. After the initial Term this Agreement shall automatically renew on a/an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. Tyco shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Init
- ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, logether with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Tyco relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Tyco and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Tyco, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Tyco and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Tyco. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that (a) Tyco has explained the full range of protection, equipment, and services available to Customer, (b) additional protection over and above that provided herein is available and may be obtained from Tyco at an additional cost to the Customer; (c) Customer and has contracted for only the Equipment and/or Service(s) itemized in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority

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IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE	IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE
TYCO INTEGRATED SECURITY LLC	CUSTOMER:
Presented by:	Accepted By:(Signature of Customer's Authorized Representative)
Sales Agent: <u>Anthony Sena</u> Sales Representative Registration Number (if applicable):	(Name Printed)
	Title:
	Date Signed:

COMMERCIAL SALES AGREEMENT

TOWN NO. 0147-ALLENTOWN, PA CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.

DATE: 7/17/2015

Tyco Integrated Security LLC ("Tyco")

Paul Phillips 6339 Hedgewood Dr, Allentown, PA 18106-9268 Tele. No. (610) 573-2908 Kilbanks Real Estate
d/b/a:
("Customer")
Customer Billing Information
723 Washington St,
Easton, PA 18042
Attn: Bob Kilbanks
Tele No.

Customer Premises Serviced

723 Washington St, Easton, PA 18042 Altn: Bob Kilbanks Tele. No. (484) 903-8815

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 - (d) Additional Terms and Conditions

- (e) State Specific Forms, if applicable (e.g., local permit applications)
- (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule
- II. CHARGES AND FEES: Customer agrees to pay the Sum of \$9,295.79 ("Installation Charge") with \$0.00 payable upon acceptance of this Agreement ("Installation Charge Deposit") plus any applicable "Fees" and sales taxes. Tyco may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment and as a precondition to activation of System and, if applicable, connection to Tyco's Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Tyco and the Customer in writing and may be subject to additional charges and/or fees. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges in the amount of \$1,422.40 per annum (the "Annual Service Charge"), payable in advance Quarterly plus applicable state and/or local tax(es) for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Tyco the Installation Charge and Fees in full, Customer grants to Tyco a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. Tyco shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer ag
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YCO INTEGRATED SECURITY LLC	CUSTOMER:
Presented by:(Signature of Tyco Sales Representative)	Accepted By: (Signature of Customer's Authorized Representative)
tales Agent: <u>Paul Phillips</u> tales Representative Registration Number (if applicable):	(Name Printed)
	Title:
	Date Signed:

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COMMERCIAL SALES AGREEMENT

TOWN NO. 0147-ALLENTOWN, PA CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO. 1-10WFTTL

DATE: 7/29/2015

Tyco Integrated Security LLC ("Tyco")

Pauf Phillips 6330 Hedgewood Dr, Allentown, PA 18106-9268 Tele. No. (610) 573-2908 Kilbanks Real Estate d/b/a: ("Customer")
Customer Billing Information
723 Washington St,
Easton, PA 18042
Attn: Bob Kilbanks
Tele. No.

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TYCO INTEGRATED SECURITY LLC	customery Obgen Kine 25-denther
Presented by: (Signature of Tyco Sales Representative)	Accepted By: Continue of Customers Authorized Representative)
Sales Agent: <u>Paul Phillips</u> Sales Representative Registration Number (if applicable):	1 Edgar KIXEROS-Sanchez
	Title: ((U))
	Date Signed: 7/29/20/5

B-4

fuldec (10/14)

UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF PENNSYLVANIA

In re: Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, and trade):

Edgar Riveros-Sanchez P.O. Box 394 Analomink, PA 18320 Chapter 13 Case No. 5:08-bk-52344-JJT

Last four digits of Social-Security, Individual Taxpayer-Identification, Employer Tax-Identification No(s)(if any): xxx-xx-9142

FINAL DECREE

The estate of the above named debtor(s) has been fully administered and the deposit required by the plan has been distributed.

IT IS ORDERED, Charles J. DeHart, III (Trustee) is discharged as trustee of the estate of the above-named debtor(s); and the chapter 13 case of the above named debtor(s) is closed.

Dated: July 1, 2015

BY THE COURT

John J. Thomas United States Bankruptcy Judge

Case 5:19-cv-00545-JFL CITY OF EASTON Filed 08/23/19 Page 9 of 40 2014 APPLICATION FOR BUSINESS LICENSE

Business # 6401 (leave blank)	Mail and Pay To:	City of Easton 1 S. Third St.	Questions 610 250-6755
Date of Application 8/22/14		Easton, PA 18042	mjoseph@easton-pa.gov
Application is hereby made for a Business Licens Easton as amended by City Council. Date Business or Business Activity started (w	ithin the City Limi	ts of Easton) A_{09}	22, 2014
Business Name <u>FOGAR</u> <u>RIVEROS</u> Business Location Address (Do not use PO Box) 35 Legal Name (if different from Business Name) Contact Person	- SANCHEZ WEST COTTAGE	Final Address	<u> </u>
Legal Name (if different from Business Name) Mailing Address for Tax Forms Mailing Address Street or PO Box Type of Entity: Sole Properties Street or PO Box Type of Entity: Sole Properties Street or PO Box Type of Entity: All APARTMENTS LOGICAL APARTMENTS	tetail [] Service	e [X]Renta⊧ []M	lanufacturing
List Principal Owners, Partners or Officers (Attac	h additional sheet if	needed)	
Name & Title Home Address (No. Home Phone #
EDEAR RIVEROS-SANCHEZ 35 WES	A PA 18252	Ap+, 3 202-99	3-9192 370-225-379
IAMAGNI	4 174 (3232	· · · · - · · · · · · · · · · · · · · ·	
No. of Employees (include self)	er: ponly), list landlord _ per places of Busine rate a business wird Floor 610-250- Be sure to register ing and Inspection or any business r # sf. 1	er ALL of your resident of Office, Third Floor 15.	subsidiary) within or outside of must first obtain a zoning all rental units EVERY YEAR 6-250-6725. 2014 \$25 \$50; 18,000+ st \$100 5 or more rooms \$100 \$50
Pawnbroker Fuel Sales (liquid or solid) Transportation Company (Buses, Taxis, Limos w Bus Terminal Auction Company Public exhibitions, shows & recitals (religious, ede Selling of flowers, plants, Christmas trees prior to	ithin City) ucational & charitab	License \$100 plu ele exempt) \$10	\$50
Total Remitted with Application			\$ 25.00
I verify that the statements made herein are tr subject to the penalties of 18 PA. C.S. 4904 re			
Subject to the penalties of 10 PA. C.S. 4904 Fe	anny to unsworn		oo.
Marken land with	1	1/22/2016	
Authorized Signature Authorized Signature Authorized Signature	hibit	12-1 C''-1	See reverse for instructions

Case 5:19-cv-00545-11-1 Depument 17 Filed 08/23/19 Page 10 of 40



* SIGNATURE OF APPLICANT

For Office Use Only: PAYMENT PROCESSED Bureau of Codes and Inspections
Office of Residential Rental Properties Licensing and Inspection
Third Floor, One South Third Street, Easton, PA 18042
Phone 610-250-6724 Fax 610-250-6607

à

RENEWAL INVOICE FOR RENTAL REGISTRATION

VALID August 15, 2014 through August 14, 2015

Owner/Business Name & Address	Registration Fees & Due Dates		
RIVEROS-SANCHEZ, MARIA	by August 15, 2014	<u>\$ 65.00</u>	
PO BOX 394 ANALOMINK PA , 18320	after August 15, 2014 after September 15, 2014		
Rental Registration(R/L) # RL5310	Make Payable to:	City of Easton	
Address of Rental 723 WASHINGTON	Mail to: Residential Re	antal Pegistration	
Apartment # _ UNIT 1 City Area <u>ww</u> Business ID# 2262	One South Th Easton, PA 18	ird St, 3 rd Floor	
Review the pre-printed information on this form and not the incorrect information and clearly print any new information as the owner address. Article III of the CODE states the Owner does not live within a thirty (30) mile radius of the Carlon registration of the Code of the City	ition. Fill in blank spaces, as applica at a Property Manager <u>MUST</u> be appo City of Easton. stered with our office by October 1	ble. Do NOT use a Pointed if the Property 5, 2014, will be in	
Property Owner Information	Manager Information (if applicab	le)	
RIVEROS-SANCHEZ, MARIA	Name Bob KILBANKS	· <u> </u>	
4 3 7 4 7 473 473 472 TO 4 3500000	Address 9/1 NourHampion ST. City, State, Zip Easton PA 16	laces	
ANALOMINK, PA 18320 TAMAQUA PA 18252	•		
Contact Name:	Contact Name	· · · · · · · · · · · · · · · · · · ·	
Phone # 570 668 4678	Phone #	•	
Cell # 570 · 225 · 5)49 E-mail 570 · 225 · 5)49	E-mail FBK98@ aol. com		
Tenant In List the names of ALL occupants that List tenant names, even if there is no change from last year. No Write VACANT in the NAME space below if the Rental Unit	t are eighteen (18) years old and on more than three (3) unrelated persons m	ay occupy a Rental Unit	
Name WALTER AND BONNIE HARRELL		•	
Name			
Name			
Name	Phone #		
TOTAL number of occupants in the Rental Unit (incl	uding children)3		
Additional Information			

By signing below I verify that subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities, that the above information is accurate; and that I have read the symmatry of Article III, Chapter 456 of the COPE on the reverse side.

AMOUNT \$

CLOSED USE
FORBIDDEN

TO NOT REMOVE
BOALLIA LOUIS & MARKET UND THE STREET

Exhibit "D-".

CITY OF EASTON, PENNSLVAN

CLOSED US. FORBIDDEN

723 Washington St Units 1,2,3

er 450-20(a) Abolations and Penalties

Seven (7) days to Ve

RENTAL CODE COMPLIANCE OFFICE

DATE 7 28 15

DO NOT REMOVE

REAU OF CODES & INSPECTIONS - 610-250-

Units 1,2,3

Seven (7) days to VACATE

DATE 7 28 15

E M O V E ΓΙΟΝS - 610-250-6724

D-3



5:19-cv-00545-JFL_Document 17_Filed 08/23/18, Page 14 of 40

PENNSYLVANIA

DEPARTMENT OF FIRE

11 N. 6th Street Easton, PA 18042 Office of the Fire Marshal PHONE (610) 250-6671 FAX (610) 250-7159

NOTICE OF VIOLATION

Edgar Riveros-Sanchez 35 West Cottage Ave Tamagua, PA 18252

Regarding: 723 Washington Street

Dear Property Owner:

The City of Easton Rental Compliance Officer has notified me that your three (3) unit rental property does not have a functioning fire alarm system that complies with the City of Easton codes. Additionally, the rental inspector had advised me that repeated attempts by her to get this important public safety system installed have been ignored for the past ten (10) months.

Henceforth, you are in violation of the International Fire Code and the BOCA National Existing Structure Code as adopted by the City of Easton. This requires you to take the following corrective actions to protect the occupants residing there:

- 1) Submit in writing, to the Codes Department, a permit application to install a complaint fire alarm system in the above property. This application must be compete with all required documents and/or drawings needed for permit approval. This permit application must be received at the Codes Department within the ten (10) days.
- 2) Complete the installation of the required fire alarm system in the above property. Installation must be completed by an alarm service technician who meets the qualifications of NFPA 72 and this installation must be completed within (30) days of permit application.
- 3) Submit in writing, to this office a fire alarm inspection report for the above property. This annual inspection report must be completed upon completion of the fire alarm system installation and delivered to me within five (5) days of installation.

As the listed property owner, you are hereby required to remedy this violation within the number of days listed with the violation, starting upon receipt of this notice. I must advise you that failure to comply with this notice renders a violator subject to the penalties as provided in the code. Each day a violation continues, shall be deemed a separate offense. Penalties can include fines in the amount of \$1000.00 per day and/or include the loss of your property's occupancy permit and closing the building to occupants.

You have the right to appeal this notice within ten (10) days of receipt and request a hearing before the Property Maintenance Review Board of Appeals. Appeal request can be filed with the Bureau of Code Enforcement at City Hall, One South Third Street, 3rd Floor, Easton, PA.

Exhibt "E"

It is your (responsibility/to (remedy this) mattereand to routly this effice where these life safety violations have been abated so a re-inspection can be made. Thank you in advance for your cooperation in making Easton a fire safe community.

Sincerely,

الرhn H. Price, IAAI-CFI Fire Marshal, City of Easton

Certified Mail #7010 2780 0001 0902 6313 and Regular Mail

cc: File

Liz Gehman, Rental Compliance Officer Codes Office

11-24

1210(8)

CASHIER'S CHECK SERIAL #: 680/48/00969

Case 5:19-cv-00545-JFL Document 17 Filed 08/23/19 Page 16 of 40 ACCOUNT#: 4861-007955

Purchaser:

EDGAR RIVERDS-SANCHEZ

Purchaser Account: 1010264446978 Operator LO.:

PAY TO THE ORDER OF

OCWEN

January 02, 2014

Nine hundred fourteen dollars and 55 cents

Nine hundred fourteen dollars and 55 cents

\$914.55

WELLS FARGO DANK, N.A. 400 MAIN ST STROUDSBURG, PA 18360 FOR INDUIRIES CALL (480) 394-3122 NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST, STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND RESSUANCE, AS A CONDITION TO CANCELLATION AND REISSHANCE WELLS FARCE & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

NON-NEGOTIABLE

VOID IF OVER US \$ 914.55

Purchaser Copy

FB004

13320727

0068075

Office AU #

11-24 1210(8)

CASHIER'S CHECK

SER!AL#: 6807500384

ACCOUNT#: 4861-007955

Purchaser: Purchaser Account: EDGAR RIVEROS-SANCHEZ

Operator I.D.: pa001443

1010264446978

OCWEN LOAN SERVICING

February 06, 2014

PAY TO THE ORDER OF

\$914.55

WELLS FARGO BANK, N.A. 17 W BROAD ST

TAMAQUA, PA 18252 FOR INQUIRIES CALL (480) 394-3122 NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST. STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE, AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

Purchaser Copy

VOID IF OVER US \$ 914.55

NON-NEGOTIABLE

FB004 1.4203 12096343

8068075

Office AU #

11-24 1210(8) CASHIER'S CHECK

SERIAL#: 6807500386 ACCOUNT#: 4861-007955

Purchaser:

EDGAR RIVEROS-SANCHEZ

Purchaser Account: Operator (.D.:

1010264445978 pa002966

PAY TO THE ORDER OF

OCWEN LOAN SERVICES LLC

February 11, 2014

Nine hundred fourteen dollars and 55 cents

\$914.55

WELLS FARGO BANK, N.A. 17 W BROAD ST

TAMAQUA, PA 18252

FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST, STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE, AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 914.55

NON-NEGOTIABLE

Mages 12096343

EXAIBIT "F

11-24

11-24 1230(8) Case 5:19-cv-00545-JFL CASHIER'S CHECK Document 17 Filed 08/23/19 Page 17

Nine hundred fourteen dollars and 55 cents

ACCOUNT#: 4861-007955

SERIAL#. 6807500396 of 40

Purchaser.

EDGAR RIVEROS-SANCHEZ

Purchaser Account: Operator I.D.:

1010264446978 ga001444

PAY TO THE ORDER OF

OCWEN LOAN SERVICING

March 06, 2014

\$91*4*.55

WELLS FARGO BANK, N.A. 17 W BROAD ST

12096343

TAMACHIA PA 18252 FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST, STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE, AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND

VDID IF OVER US \$ 914.55 NON-NEGOTIABLE

Purchaser Copy

1068075 Office AU #

11-24 1210(8)

CASHIER'S CHECK

SERIAL#: 6807500411

ACCOUNT#: 4861-007955

Purchaser:

FDGAR RIVEROS-SANCHEZ

Purchaser Account: 1016264446978 Operator 1.D.:

u305856

OCWEN LOAN SERVICES LLC

April 05, 2014

PAY TO THE ORDER OF

Nine hundred fourteen dollars and 55 cents

\$914.55

WELLS FARGO BANK, N.A. 17 W BROAD ST TAMAQUA, PA 18252 FOR INQUIRIES CALL (480) 394-3122 NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST, STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE, AS A CONDITION TO CANCELLATION AND REISSLIANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

NON-NEGOTIABLE

VOID IF OVER US \$ 914.55

12/2017 12/09/6343 FR00

Purchaser Copy

0068075 Office All #

11-24 1210(8)

CASHIER'S CHECK

SERIAL#: 6807500425 ACCOUNT#: 4861-007955

Purchaser.

EDGAR RIVEROS-SANCHEZ

Purchaser Account: Operator I.D.:

1010264446978 pz001448

May 07, 2014

PAY TO THE ORDER OF "

OCWEN LOAN SERVICING LLC

Nine hundred fourteen dollars and 55 cents

****\$**914.55******

WELLS FARGO BANK, N.A. 17 W BROAD ST TAMAQUA, PA 18252 FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST. STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE, AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 914.55

NON-NEGOTIABLE

Purchaser Copy

11-24

1210(8) Case 5:19-cv-00545-JFL

CASHIER'S CHECK SERIAL #: b80/500449

Document 17 Filed 08/23/19 Page 18 COUNT#: 4861-007955

Remitter: Purchasec EDGAR RIVEROS-SANCHEZ

FROM RIVEROS-SANCHEZ 1910264445978 Purchaser Account:

PAY TO THE ORDER OF

Operator I.D.: pa@01444 Paper (tems(s) **Funding Source:**

OCWEN LOAN SERVICING LLC

June 05, 2014

Nine hundred fourteen dollars and 55 cents

\$914.55

Pavee Address:

WELLS FARGO BANK, N.A. 17 W BROAD ST **TAMAQUA, PA 18252** FOR INQUIRIES CALL (480) 394-3122 NUTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST, STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE, AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 914.55 NON-NEGOTIABLE

Purchaser Copy

-8004 14499 12096343

> 0068075 Office AU #

11-24 1210(8) CASHIER'S CHECK

SERIAL#: 6807500461 ACCOUNT#: 4861-007955

Remitter: Purchaser EDGAR RIVEROS-SANCHEZ EDGAR RIVEROS-SANCHEZ

1010264446978

Operator I.D.: pa001451 Funding Source:

PAY TO THE ORDER OF

Electronic Items(s), Paper Items(s)
RDER OF OCWEN LOAN SERVICING LLC

July 03, 2014

\$900.00

VOID (FOVER US \$ 900.00

NON-NEGOTIABLE

Nine hundred dollars and no cents

Payee Address:

WELLS FARGO BANK, N.A. 17 W BROAD ST TAMAQUA, PA 18252 FOR (NQUIRIES CALL (480) 394-3122 NOTICE TO PURCHASER JE THIS INSTRUMENT IS LOST. STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE, AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

Purchaser Copy

FB094 Massa 12095343

0068075

11-24 1210(8) **CASHIER'S CHECK**

SERIAL#: 6807500469 ACCOUNT#: 4861-007955

Purchaser: Purchaser Account: EDGAR RIVEROS-SANCHEZ

payman fl

EDGAR RIVEROS-SANCHEZ 1010284448978

Operator I.D.:

pa001446 Paper Items(s) Funding Source: PAY TO THE ORDER OF -

OCWEN LOAN SERVICING LLC

July 15, 2014

\$914.55

Nine hundred fourteen dollars and 55 cents

Payes Address:

WELLS FARGO BANK, N.A. 17 W BROAD ST

TAMAQUA, PA 18252 FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST, STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE, AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 914.55

NON-NEGOTIABLE

Purchaser Copy

0068075 11-24 CASHIER'S CHECK SERIAL #: 68075004/4
Document 17 Filed 08/23/19 Page 19 At 40 NT#: 4861-007955 Office AU # 1210(8) Case 5:19-cv-00545-JFL

EDGAR RIVEROS SANCHEZ Remitter. EDGAR RIVEROS-SANCHEZ Purchaser.

1010264445978 Purchaser Account: Operator I.D.: u305856

Paper Items(s) Funding Source: PAY TO THE ORDER OF

OCWEN LOAN SERVICING

August 05, 2014

\$914.55

Nine hundred fourteen dollars and 55 cents

Payee Address:

WELLS FARGO BANK, N.A. 17 W BROAD ST TAMAQUA, PA 18252 FOR INQUIRIES CALL (480) 394-3122 NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST. STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE, AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 914.55

NON-NEGOTIABLE

Purchaser Copy

0068075 Office ALI #

11-24 1210(8)

CASHIER'S CHECK

SERIAL#: 6807500485 ACCOUNT#: 4861-007955

Remitter Purchased

FB004

EDGAR RIVEROS-SANCHEZ **EDGAR RIVEROS-SANCHEZ**

Purchaser Account: 1910254446978 Operator I.D.: Funding Source:

a704427

Electronic Items(s), Paper Items(s)
RDER OF ***OCWAN LOAN SERVICING, INC*** PAY TO THE ORDER OF

September 12, 2014

Eight hundred dollars and no cents

Payee Address: Memo:

WELLS FARGO BANK, N.A. 17 W BROAD ST

TAMAQUA, PA 18252 FOR INQUIRIES CALL (480) 394-3122 NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST, STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE, AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 800.00

\$800.00

NON-NEGOTIABLE

Purchaser Copy

FRC54

0068075

10017 40278427

13-24

1210(8)

CASHIER'S CHECK

SERIAL #: 6807500496 ACCOUNT#: 4861-007955

Office AU # Remitter. Purchaser.

EDGAR RIVEROS-SANCHEZ EDGAR RIVEROS-SANCHEZ

Purchaser Account:

1010254445978

Operator LD.: **Funding Source** a2D4427

PAY TO THE ORDER OF -

Electronic Items(s), Paper Hams(s)
RDER OF - ***OCWEN LOAN SERVICING, LLC***

October 07, 2014

Nine hundred dollars and no cents

Payee Address:

WELLS FARGO BANK, N.A. 17 W BROAD ST

TAMACUA, PA 18252 FOR INQUIRIES CALL (480) 394-3122 NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST, STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE. AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND

VOID IF OVER US \$ 900.00

\$900.00

NON-NEGOTIABLE

Purchaser Copy

FB004 Mach 43279427

11-24

CASHIER'S CHECK8/23/19 Page 20 of 40 to 6807500518

Remitter: EDGAR RIVEROS-SANCHEZ Purchasec EDGAR RIVEROS-SANCHEZ

Purchaser Account: 1010254446978 Operator I.D.: u381030

Funding Source:

Cash, Paper items(s)
RDER OF ***OCWEN LOAN SERVICES LLC*** PAY TO THE ORDER OF

December 04, 2014

ACCOUNT#: 4861-007955

Nine hundred dollars and no cents

Payee Address:

WELLS FARGO BANK, N.A. 17 W BROAD ST TAMAQUA, PA 18252 FOR INQUIRIES CALL (480) 394-3122 NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST. STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE, AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 900.00 NON-NEGOTIABLE

\$900.00

Purchaser Copy

E6004 234595 40979497

> 0068075 Office AU #

11-24 1210(8)

CASHIER'S CHECK

SERIAL#: 6807500537 ACCOUNT#: 4861-007955

Remitter:

EDGAR RIVEROS-SANCHEZ EDGAR RIVEROS-SANCHEZ

Purchaser Account: 1010264448978 Operator I.D.

CLESSIATED

Funding Source: Paper Items(s) PAY TO THE ORDER OF

OCWEN LOAN SERVICING LLE

January 06, 2015

Nine hundred dollars and no cents

Payee Address: Мето:

WELLS FARGO BANK, N.A. 17 W BROAD ST TAMAQUA, PA 18252 FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST. STOLEN OR DESTROYED, YOU MAY REQUEST CANCELL ATION AND REISSUANCE. AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 900.00

\$900.00

NON-NEGOTIABLE

Purchaser Copy

14291 40279427 F8004

9068075

Office AU #

11-24 1210(8)

CASHIER'S CHECK

SERIAL#: 6807500555 ACCOUNT#: 4861-007955

Remitter. Purchaser.

EDGAR RIVEROS-SANCHEZ **EDGAR RIVEROS-SANCHEZ**

Purchaser Account: 1010264445978 Operator LD.:

Funding Source: PAY TO THE ORDER OF

n375252

Electronic Items(s), Paper Items(s)
RDER OF ***OCWEN LOAN SERVICING LLC***

February 09, 2015

Nine hundred dollars and no cents

Payee Address:

WELLS FARGO BANK, N.A. 17 W BROAD ST TAMAQUA PA 18252 FOR INQUIRIES CALL (460) 394-3122 NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST, STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE, AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 900.00

\$900.00

NON-NEGOTIABLE

Purchaser Copy

EDGAR RIVEROS-SANCHEZ Remitter. EDGAR RIVEROS-SANCHEZ Purchaser:

Purchaser Account: 1010264446978 Operator I.D.: u382978

Electronic (terms(s), Paper Items(s)

RDER OF ***OCWAN LOAN SERVICING LLC *** Funding Source: PAY TO THE ORDER OF

March 10, 2015

\$900.00

Nine hundred dollars and no cents

Payoe Address:

Memo: MORTGAGE PAYMENT

WELLS FARGO BANK, N.A. 17 W BROAD ST TAMADHA PA 18252 FOR INQUIRTES CALL (480) 394-3122 NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST, STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE, AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 900.00

NON-NEGOTIABLE

Purchaser Copy

F8004 Wazas 40279427

> 5069075 Office AU #

11-24 1210(8) CASHIER'S CHECK

SERIAL #: 6807500571

ACCOUNT#: 4861-007955

Remitter. Purchaser. EDGAR RIVEROS-SANCHEZ EDGAR RIVEROS-SANCHEZ

Purchaser Account: 1010254446978

0381030 Operator I.D.: Funding Source:

Electronic Items(s), Paper Items(s)
IRDER OF ***OCWEN LOAN SERVICES LLC*** PAY TO THE ORDER OF

April 06, 2015

\$900.00

Nine hundred dollars and no cents

Payee Address: Memor

WELLS FARGO BANK, N.A. 17 W BROAD ST TAMAQUA, PA 18252 FOR INQUIRIES CALL (480) 394-3122 NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST. STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE, AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 900.00

NON-NEGOTIABLE

Purchaser Copy

FBCC4 11016 40279427

> 0068075 Office AU #

11-24 1210(8)

CASHIER'S CHECK

SERIAL #: 6807500582 ACCOUNT#: 4861-007955

Remitter Purchaser: EDGAR RIVEROS-SANCHEZ EDGAR RIVEROS-SANCHEZ

Purchaser Account: Operator I.D.:

1010264446978

pa000641

Electronic items(s). Paper Items(s)
RDER OF ***OCWEN LOAN SERVICING LLC*** Funding Source: PAY TO THE ORDER OF -

May 06, 2015

\$900.00

Nine hundred dollars and no cents

Pavee Address: Memo:

WELLS FARGO BANK, N.A. 17 W BROAD ST TAMAQUA, PA 18252 FOR INQUIRIES CALL (480) 394-3122 NOTICE TO PURCHASER-JETH'S INSTRUMENT IS LOST. STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE. AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 900.00

NON-NEGOTIABLE

Purchaser Copy

8068075 11-24 11-24 1210(6) Case 5:19-cv-00545-JFL CASHIER'S CHECK 08/23/19 Page 22 of 40 SERIAL#: 6807500592 Office AU #

EDGAR RIVEROS-SANCHEZ Remitter. EDGAR RIVEROS-SANCHEZ Purchaser:

Purchaser Account: 1010264446978 a204427 Operator I.D.:

Electronic Items(s), Paper Items(s)
RDER OF ***OCWEN LOAN SERVICING*** Funding Source: PAY TO THE ORDER OF

June 09, 2015

\$900.00

ACCOUNT#: 4861-007955

Nine hundred dollars and no cents

Pavee Address:

WELLS FARGO BANK, N.A. 17 W 680AD ST TAMAQUA, PA 18252 FOR INQUIRIES CALL (480) 394-3122 NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST, STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE, AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 900.00

NON-NEGOTIABLE

Purchaser Copy

V-232 4027**242**7 8002

Memo:

0058075 Office AU #

11-24 1210(8)

CASHIER'S CHECK

SERIAL#: 6807500604

Purchase:

EDGAR RIVEROS-SANCHEZ **EDGAR RIVEROS-SANCHEZ**

Purchaser Account: 1010264446978 Operator LD.:

©375252

Funding Source:

Electronic (terms(s), Paper (terms(s))
RDER OF ***OCWEN LOAN SERVICING*** PAY TO THE ORDER OF

ACCOUNT#: 4861-007955

July 06, 2015

\$900.00

Nine hundred dollars and no cents

Payee Address: Memo:

WELLS FARGO BANK, N.A. 17 W BROAD ST TAMAQUA, PA 18252 FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST. STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE, AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

Purchaser Copy

VOID &F OVER US \$ 900.00

NON-NEGOTIABLE

2015

0068075 11-24

CASHIER'S CHECK

SERIAL#: 6807500636 ACCOUNT#: 4861-007955

Remitter: Purchaser.

Office AU#

EDGAR RIVEROS-SANCHEZ EDGAR RIVEROS-SANCHEZ

Purchaser Account: 1010264448978 Operator i.D.:

1210(8)

Funding Source:

pe000641

PAY TO THE ORDER OF

Electronic (Lems(s), Paper (Lems(s))
RDER OF ***OCWEN LOAN SERVICING LLC***

September 08, 2015

Nine hundred dollars and no cents

Payee Address: Memo:

WELLS FARGO BANK, N.A. 17 W BROAD ST TAMAQUA, PA 18252 FOR INOUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST. STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE. AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 900.00

\$900.00

NON-NEGOTIABLE

Purchaser Copy

Sent Sept 9-20115

10075497

11-24 SERIAL #: 080/2000000 1210(8) Case 5:19-cv-00545-JFL CASHIER'S CHECK Plied 08/23/19 Page 23 of 40 ACCOUNT#. 4861-007955

Purchaser:

EDGAR RIVEROS-SANCHEZ

Purchaser Account: 1010264445978 Operator I.D:

EDGAR RIVEROS-SANCHEZ

EI421749 Funding Source: PAY TO THE ORDER OF

Cash

OCWEN LOAN SERVICING, LLC

***ACCT. 7142445597 OCTOBER MORTGAGE PAYMENT ***

Nine hundred dollars and no cents

\$900.00

Paves Address:

Memo:

WELLS FARGO BANK, N.A. 17 W BROAD ST TAMAQUA, PA 18252 FOR INQUIRIES CALL (480) 394-3122 NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST, STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE. AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 900.00

SERIAL#: 6807500655

October 26, 2015

NON-NEGOTIABLE

Purchaser Copy

M4203 4027**9**427

0068075 Office All #

11-24 1210(8) PERSONAL MONEY ORDER

SERIAL#: 6807503089

ACCOUNT#: 4861-509800

October 26, 2015

Remitter Purchaser:

FB004

FOGAR RIVEROS-SANCHEZ EDGAR RIVEROS-SANCHEZ

Purchaser Account: Operator LD.:

1010264446978

u421749 Funding Source:

Cash PAY TO THE ORDER OF

OCWEN LOAN SERVICING. LLC

ACCT. 7142445597 NOVEMBER MORTGAGE PAYMENT

Nine hundred dollars and no cents

\$900.00

Payee Address: Memo:

WELLS FARGO BANK, N.A. TAMAQUA, PA 18252 FOR INQUIRIES CALL (480) 394-3122

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VOID IF OVER US \$ 900.08

NON-NEGOTIABLE

Purchaser Copy

FEC14 40279427

-0066075

Office AU #

11-24 1210(8)

CASHIER'S CHECK

SERIAL#: 6807500659

ACCOUNT#: 4861-007955

Remilter: Purchaser: EDGAR RIVEROS-SANCHEZ EDGAR RIVEROS-SANCHEZ

Purchaser Account: Funding Source.

1010264446978 u381030

PAY TO THE ORDER OF

Cash

OCWAN LOAN SERVING LLC--DECEMBER PAYMENT

November 13, 2015

12-2015

Nine hundred doliars and no cents

\$900.00

Payee Address:

WELLS FARGO BANK, N.A. 17 W BROAD ST TAMAQUA, PA 18252 FOR INCUIRIES CALL (480) 394-3122

--- -3279427

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VOID IF OVER US \$ 900.00

NON-NEGOTIABLE

Purchaser Copy

Case 5:19-cv-00545-JFL Document 17 Filed 08/23/19 Page 24 of 40

9068975 Office AU F

11-24

CASHIER'S CHECK

SERIAL#: 6807500678

1230(8)

ACCOUNT#: 4861-007955

Remitter: Purchaser: **EDGAR RIVEROS-SANCHEZ**

EDGAR RIVEROS-SANCHEZ Purchaser Account: 1018264446978

и**38**1030

Funding Source: PAY TO THE ORDER OF

Electronic Items(s), Paper Items(s)
ORDER OF ***OCWEN LOAN SERVICING LLC DECEMBER PAYMENT***

December 21, 2015

Nine hundred dollars and no cents

Payee Address: Мето:

, WELLS FARGO BANK, N.A. 17 W BROAD ST TAMAQUA, PA 18252 FOR INCUIRIES CALL (488) 394-3122

unto 40279427

NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST. STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION AND REISSUANCE. AS A CONDITION TO CANCELLATION AND REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 900.00

NON-NEGOTIABLE

Purchaser Copy

From: Robert Kilbanks <fbk98@aol.com>
To: egehman <egehman@easton-pa.gov>

Subject: To Liz Gehman from Bob Kilbanks for 723 Washington St.

Date: Mon, Oct 27, 2014 9:45 am

Liz:

We will be available to have you re-inspect some items on this Thursday afternoon 10/30 at 1:30pm... or later that afternoon if you're free. Both Edgar and I can be there.

We are continuing to work with TYCO on the fire alarm and we are trying to schedule the TYCO expert to visit the property at that same time.

I left a message on your Voicemail this past Friday...

Thanks for your patience!

Bob 484-903-8815

Exhibit "G"-1

From: Codes Rental Officer - Elizabeth Gehman <egehman@easton-pa.gov>

To: fbk98 <fbk98@aol.com>
Subject: RE: Rental Recheck
Date: Wed, Dec 3, 2014 2:29 pm

You are all set for 12/18 at 130 I will see you then!



LIZ GEHMAN

Rental Compliance Officer

City of Easton

Phone- (610)250-2062 Fax- (610)250-6707 egehman@easton-pa.gov www.easton-pa.gov

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From: fbk98 [mailto:fbk98@aol.com]

Sent: Wednesday, December 03, 2014 12:52 PM **To:** Codes Rental Officer - Elizabeth Gehman

Subject: RE: Rental Recheck

Hi Liz:

Can you please set up an appt for us on Thurs Dec 18th at 1:30 pm? We will meet you at the property.

Bob

Sent on a Sprint Samsung Galaxy S® 5

----- Original message -----

From: Codes Rental Officer - Elizabeth Gehman

Date:12/02/2014 11:33 AM (GMT-05:00)

To: fbk98@aol.com Subject: Rental Recheck

Bob,

5-2

We have reached the second 30 day point in the rental inspection process, just emailing you to set up for a final recheck on the property at 723 Washington St, let me know if you have time within the next two weeks to meet me at the property, thanks in advanced!!

LIZ GEHMAN

Rental Compliance Officer

City of Easton

Phone- (610)250-2062 Fax- (610)250-6707 egehman@easton-pa.gov

www.easton-pa.gov

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Before printing this e-mail, please determine if it is truly necessary

"This communication and attachment(s) are confidential, and may contain legally privileged information which is intended only for the use of the receipient(s) named above. If the reader of this message is not the intended recipient you are hereby notified that any copying, use, actions or reliance on the contents, or dissemination by persons other than the addressee(s) is strictly prohibited. Please notify the sender immediately if you received this email in error by reply email and delete the message from your computer immediately. Thank you."

Re: 723 Washington Sto-cv-00545-JFL Document 17 Filed 08/23/19 Page 28 of 40 Page 2 of 2

------ Original message -------From: Gehman Liz Codes

Date:03/31/2015 1:50 PM (GMT-05:00)

To: "'fbk98@aol.com"
Subject: 723 Washington St

Mr. Kilbanks,

Just writing to see if you are ready for the final recheck on 723 Washington St? I assume the alarm system should be installed by now since this process started back in September of last year. I would love to get this one taken off my desk and have it all closed out. Let me know how things are going, thanks in advanced!!



LIZ GEHMAN

Rental Compliance Officer

City of Easton

Phone- (610)250-2062

Fax- (610)250-6707

egehman@easton-pa.gov

www.easton-pa.gov

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G-4

Re: 723 Washington \$119-cv-00545-JFL Document 17 Filed 08/23/19 Page 29 of 40 age 1 of 2

From: Robert Kilbanks <fbk98@aol.com>
To: egehman <egehman@easton-pa.gov>

Subject: Re: 723 Washington St Date: Tue, Apr 28, 2015 5:07 pm

Liz...yes 10:30 this Fri will work for us. See you then...thanks!

Bob

---Original Message----

From: Gehman Liz Codes <egehman@easton-pa.gov>

To: 'Robert Kilbanks' <fbk98@aol.com> Sent: Tue, Apr 28, 2015 2:41 pm Subject: RE: 723 Washington St

I have you in for 1030 if that's ok.

From: Robert Kilbanks [mailto:fbk98@aol.com]

Sent: Tuesday, April 28, 2015 2:23 PM

To: Gehman Liz Codes

Subject: Re: 723 Washington St

Liz...are you free to do the inspection between 10am 11:30 this Friday? I might have trouble with the 2pm time slot...

Bob

----Original Message----

From: Gehman Liz Codes <egehman@easton-pa.gov>

To: 'fbk98' <fbk98@aol.com>
Sent: Fri, Apr 24, 2015 9:49 am
Subject: RE: 723 Washington St

Bob,

I have some time next Friday afternoon 5/1 for this recheck, does 2pm work for you?

From: fbk98 [mailto:fbk98@aol.com]
Sent: Wednesday, April 08, 2015 8:05 AM

To: Gehman Liz Codes

Subject: RE: 723 Washington St

Liz...are you free to recheck this Friday afternoon at 1:30 or after that on Friday?

Bob

Sent on a Sprint Samsung Galaxy S® 5

G-5

From: Gehman Liz Codes <egehman@easton-pa.gov>

To: 'Robert Kilbanks' <fbk98@aol.com>

Subject: 723 Washington St

Date: Tue, Jun 16, 2015 8:41 am

Hi Bob,

Just checking in to see if the fire alarm system was installed yet? Let me know, thanks in advanced!!



LIZ GEHMAN Rental Compliance Officer

City of Easton

Phone- (610)250-2062 Fax- (610)250-6707 egehman@easton-pa.gov

www.easton-pa.gov

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6-6

From: Robert Kilbanks <fbk98@aol.com>
To: egehman <egehman@easton-pa.gov>

Subject: Re: 723 Washington St Date: Fri, Jun 26, 2015 2:36 pm

Liz....Here's another update. Edgar and I spoke with Tony Sena of TYCO in a conference call today. As you may recall, he was very ill before, and he was unable to meet with us to work through the issues on the 2 contracts that we presented to you. He was feeling much better and he is going back to work on July 15th. We plan to meet with him *immediately* after that date. Edgar has monies committed to making this alarm happen and Tony is the one who has designed an affordable plan with us. I will keep you posted and appreciate your continued patience in this matter.

Bob

----Original Message----

From: Robert Kilbanks < fbk98@aol.com>
To: egehman < egehman@easton-pa.gov>

Sent: Tue, Jun 23, 2015 1:28 pm Subject: Re: 723 Washington St

Liz...thanks for your patience! I received your prior email. I was waiting until I spoke with Edgar to get an update, which I did over the lunch hour today.

We need to reach back to Tony at TYCO again to see if we can reach an agreement on the final cost for the system based on the estimates we presented to you. We plan to do that by the end of this week or sooner. It is obviously not installed yet...but still in process. I will keep you posted....

Bob 484-903-8815 cell

----Original Message---

From: Gehman Liz Codes < egehman@easton-pa gov>

To: 'Robert Kilbanks' < fbk98@aol.com>
Sent: Tue, Jun 23, 2015 9:07 am
Subject: 723 Washington St

Bob,

Where do we stand with this property and the alarm system?



LIZ GEHMAN
Rental Compliance Officer

City of Easton Phone- (610)250-2062 G-7

From: Gehman Liz Codes <egehman@easton-pa.gov>

To: 'Robert Kilbanks' <fbk98@aol.com>; Fahad David Codes <dfahad@easton-pa.gov>

Subject: RE: To Liz or Dave - 723 Washington St. - Fire Alarm Inspection

Date: Fri, Dec 4, 2015 2:41 pm

Bob,

You can contact Hillary at 610-250-6724 for an inspection of the fire alarm system, from there you can schedule an inspection with me to take a walk around the property and make sure everything is in compliance before you rent out the apartments. Let me know when you would like me to come out. Thanks!!



LIZ GEHMAN

Rental Compliance Officer

City of Easton

Phone- (610)250-2062 Fax- (610)250-6707 egehman@easton-pa.gov www.easton-pa.gov

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From: Robert Kilbanks [mailto:fbk98@aol.com]
Sent: Friday, December 04, 2015 2:08 PM
To: Gehman Liz Codes; Fahad David Codes

Subject: To Liz or Dave - 723 Washington St. - Fire Alarm Inspection

Liz or Dave:

Edgar Riveros-Sanchez (Property Owner) asked me to contact the City Code Office. TYCO said they are finished installing the new fire alarm system and for us to set up an inspection by the Code Officer in charge. What is the next step for Edgar to do? We want to put in the request for that inspection into motion ASAP! If it's enough of a notice, you can consider this email a green light to set up the inspection.

Thanks,

Bob Kilbanks

6-8

From: Gehman Liz Codes <egehman@easton-pa.gov>

To: 'fbk98' <fbk98@aol.com>

Subject: RE: To Liz - 723 Washington St. - Fire Alarm Inspection

Date: Tue, Dec 22, 2015 1:29 pm

I have you on my schedule for 3pm December 30th, also I checked the system and it appears that all is passed with the fire alarm system. See you next week!



LIZ GEHMAN

Rental Compliance Officer

City of Easton

Phone- (610)250-2062 Fax- (610)250-6707 egehman@easton-pa.gov

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From: fbk98 [mailto:fbk98@aol.com]

Sent: Tuesday, December 22, 2015 1:08 PM

To: Gehman Liz Codes

Subject: RE: To Liz - 723 Washington St. - Fire Alarm Inspection

Liz...do you have a 3 or 3:30 pm time slot open on Wed Dec 30th?

Also, Edgar wanted to make sure in advance if the City heard from Codemaster regarding the successful test of the Alarm on Dec 10th. Can you confirm that for us?

Thanks, Bob

Sent on a Sprint Samsung Galaxy S® 5



From: Gehman Liz Codes < egehman@easton-pa.gov >

Date:12/22/2015 8:35 AM (GMT-05:00)

To: 'fbk98' <<u>fbk98@aol.com</u>>

Cc:

Subject: RE: To Liz - 723 Washington St. - Fire Alarm Inspection

Bob,

We are off for the holiday Thursday and Friday this week. I have some time next Wednesday afternoon if that is open for you. Thanks!



LIZ GEHMAN

Rental Compliance Officer

City of Easton

Phone- (610)250-2062 Fax- (610)250-6707 egehman@easton-pa.gov www.easton-pa.gov

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From: fbk98 [mailto:fbk98@aol.com]

Sent: Tuesday, December 22, 2015 8:21 AM

To: Gehman Liz Codes

Subject: RE: To Liz - 723 Washington St. - Fire Alarm Inspection

Liz...If possible, we would to schedule a tour of the property this Thursday 12/24 first thing in the morning as early as possible...

Thanks, Bob 484-903-8815 Sent on a Sprint Samsung Galaxy S® 5

----- Original message -----

From: Gehman Liz Codes < egehman@easton-pa.gov>

Date:12/21/2015 3:39 PM (GMT-05:00) To: 'Robert Kilbanks' <fbk98@aol.com>

Cc:

Subject: RE: To Liz or Dave - 723 Washington St. - Fire Alarm Inspection

Bob,

As stated in my previous email, you just need to tell me when you would like to schedule an inspection with me to take a look around the property. Thanks!!



LIZ GEHMAN

Rental Compliance Officer

City of Easton

Phone- (610)250-2062 Fax- (610)250-6707 egehman@easton-pa.gov

www.easton-pa.gov

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From: Robert Kilbanks [mailto:fbk98@aol.com]
Sent: Monday, December 21, 2015 1:44 PM

To: Gehman Liz Codes

Subject: Re: To Liz or Dave - 723 Washington St. - Fire Alarm Inspection

Liz...we passed the Fire Alarm Inspection with Codemaster on Thurs Dec 10th at 11am. Codemaster was to write up the report and present it to the City that next week. Then Codemaster said the City would remove the Yellow Notice from the doors.

The Yellow Notice is still on the front and side doors.

6-11

Can you get a status for us...or tell me where to get a status?

Thanks!

Bob 484-903-8815

----Original Message----

From: Gehman Liz Codes < egehman@easton-pa.gov>

To: 'Robert Kilbanks' < fbk98@aol.com>; Fahad David Codes < dfahad@easton-pa.gov>

Sent: Fri, Dec 4, 2015 02:41 PM

Subject: RE: To Liz or Dave - 723 Washington St. - Fire Alarm Inspection

Bob.

You can contact Hillary at 610-250-6724 for an inspection of the fire alarm system, from there you can schedule an inspection with me to take a walk around the property and make sure everything is in compliance before you rent out the apartments. Let me know when you would like me to come out. Thanks!!



LIZ GEHMAN

Rental Compliance Officer

City of Easton

Phone- (610)250-2062

Fax- (610)250-6707

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From: Robert Kilbanks [mailto:fbk98@aol.com] **Sent:** Friday, December 04, 2015 2:08 PM **To:** Gehman Liz Codes; Fahad David Codes

Subject: To Liz or Dave - 723 Washington St. - Fire Alarm Inspection

Liz or Dave:

Edgar Riveros-Sanchez (Property Owner) asked me to contact the City Code Office. TYCO said they are finished installing the new fire alarm system and for us to set up an inspection by the Code Officer in charge. What is the next step for Edgar to do? We want to put in the request for that inspection into motion ASAP! If it's enough of a notice, you can consider this email a green light to set up the inspection.

Thanks,

Bob Kilbanks

484-903-8815

From: Phillips, Paul W <pphillips@tyco.com>
To: egehman <egehman@easton-pa.gov>
Cc: Robert Kilbanks <fbk98@aol.com>

Subject: Fire Alarm 723 Washington St Easton Pa 18042 Kilbanks Real Estate

Date: Fri, Aug 21, 2015 8:21 am

Good Morning Liz I just wanted to let you know that we are working with Mr Kilbanks on Installing a Fire Alarm at his location 723 Washington St Easton. I'm working on the permit and will drop it off in the next couple of days. Any questions Please call Thank You.

Paul Phillips / Commercial Account Executive / Tyco Integrated Security Tel: 610-573-2908 / Cell: 610-972-4473 / Fax: 610-573-2929 6330 Hedgewood Drive Suite 250 / Allentown, PA 18106 / USA pphillips@tyco.com / www.TycolS.com



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From: Phillips, Paul W <pphillips@tyco.com> To: Robert Kilbanks <fbk98@aol.com> Cc: Heaty, Patrick <phealy@tyco.com>

Subject: RE: Fire Alarm 723 Washington St Easton Pa 18042 Kilbanks Real Estate

Date: Wed, Aug 26, 2015 3:46 pm

Robert The City has the Permit Application. I dropped it off on Monday. I have copied Pat Healy our Install Coordinator on your mail. He is our scheduler. We are pretty backed up but Pat will be the one to answer when we can get there.

Paul Phillips / Commercial Account Executive / Tyco Integrated Security Tel: 610-573-2908 / Cell: 610-972-4473 / Fax: 610-573-2929 6330 Hedgewood Drive Suite 250 / Allentown, PA 18106 / USA pphillips@tyco.com / www.TycolS.com



From: Robert Kilbanks [mailto:fbk98@aol.com] Sent: Wednesday, August 26, 2015 3:41 PM

To: Phillips, Paul W

Subject: Fwd: Fire Alarm 723 Washington St Easton Pa 18042 Kilbanks Real Estate

Paul...Thanks for moving ahead to prepare the Permit Application. Edgar wanted me to contact you for a couple of reasons:

- 1. He wanted to let you know that the 723 Washington St building was shut down several weeks ago by the City of Easton until action was taken on the installation of a fire alarm system. All units in the building are currently vacant. We are not exactly sure when we can allow new tenants into the building. We are hoping it will be soon after the Permit is filed, but it may be when the installation is completed.
- 2. Do you think the Permit application will be filed this week or as soon as next week?
- 3. Do you have an approximate idea when the system installation will be completed?

We are hoping to rent the 3 units in the property as soon as possible...

Thanks.

Bob Kilbanks 484-903-8815

-----Original Message-----

To: Phillips, Paul W <pphillips@tyco.com>

From: fbk98 <fbk98@aol.com>

Sent: Fri, Aug 21, 2015 9:20 am
Subject: RE: Fire Alarm 723 Washington St Easton Pa 18042 Kilbanks Real Estate

Thanks Paul!

Bob

Sent on a Sprint Samsung Galaxy S® 5

Thanks Paul!

Bob

Paul Phillips / Commercial Account Executive / Tyco Integrated Security Tel: 610-573-2908 / Celi: 610-972-4473 / Fax: 610-573-2929 6330 Hedgewood Drive Suite 250 / Allentown, PA 18106 / USA pphillips@tyco.com / www.TycolS.com

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```
Paul Phillips / Commercial Account
Executive / Tyco Integrated Security
Tel: 610-573-2908 / Cell: 610-972-4473
/ Fax: 610-573-2929
6330 Hedgewood Drive Suite 250 / Allentown, PA 18106 / USA
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G-16
